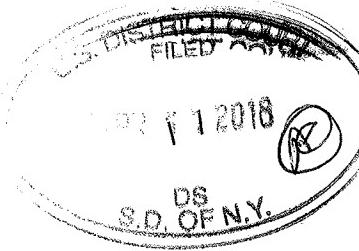


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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

IDEAVILLAGE PRODUCTS CORP.

Plaintiff

v.

AARHUS, AGRA, AINKIN2411, AIWEIKE, AWEIWEI258, BEAUTY HOMER, BEST4YOU666, BETTERLIFE2014, BHU-STORE, BINGOLEE, BLAZING MOON, BLUESISTER, BUNNYREVIEW, CAICAI SHOPING, CCMC, CHARMING_FAMILY, CHENXUCHENXU, CHUANTENGKE (XIANGGANG) SHIYEYOUXIANGONGSI, CRAZYDEAL, INTERNATIONAL BUSINESS CO., CUTTLE FISH, D&D MALL, DADANHUANGPAI, DINGYIN96, DUNGU, EASYSHOPPINGTREE, EATWATERSEND, EVER, FASHION_STORE, FASHIONHUB, FLASAFE'S PLACE, FLYINGWING, GMAI TRADE CO., LTD., GOYO, GREEN HILL GOD, GUOYINGCHENGXIN, HOYOYOYO, HUANGWS, HUGOO, HUPAI, JACOBLLI, KAIXINSHOP, KIMBERLEY, LEIOQING, LIANGHAIJUN, LINEMARTZ, LISE, LIU WU SHOP, LSEROER, LUCYGOOD, LULU MALL, LY066881011, MAN CHART (HK) LIMITED,

CIVIL ACTION No.

[PROPOSED] 1) TEMPORARY RESTRAINING ORDER; 2) ORDER TO SHOW CAUSE WHY A PRELIMINARY INJUNCTION SHOULD NOT ISSUE; 3) ASSET RESTRAINING ORDER; 4) ORDER AUTHORIZING ALTERNATIVE SERVICE BY ELECTRONIC MEANS AND 5) ORDER AUTHORIZING EXPEDITED DISCOVERY

FILED UNDER SEAL

MJ BAGS OUTLET, MR.G, MYMEI, NGYTRADE, ONEMARK, PANDAMAN COLLECTION, PAPASTEES, PAUKTAW, PHOTOOBO, PINGPONGPONG, PKA BABY, RETRO HOME FURNISHING, ROSYCLOUDS SHOP, RUNOFHELION, SAFG, SAMLIR, SHIXINKEJI, SHOP_MORE, SMILEFULLLTD, SMT, SOCIAL SHOPPING, SOMNUS, SUPERAJ STORE, SWEETSTARS TRADING CO.,LTD, TONY Z, TOP FASHION FACTORY, VALENCE, WANELOLIFE, WDYFKLKF, WELCOMEHEREHERE, WOMEN KOREAN FAN ATTACHMENT, WONDERFUL12, WYZ, XIANGGU, XIMANCHUN, YIWU RYAN E-COMMERCE CO., LTD, YIWU WUJIANG JEWELRY CO.LTD, YIYISHANGMAOYOUXIANGONGSI, YMJJ, YUHANBAOBEI, ZAITAOWANGGOU, ZAKRA, ZHANGDABING, ZHIJIA TRADE, ZHONGLITIAN and ZMLSHOP,

Defendants

On this day, the Court considered Plaintiff's *ex parte* application for the following: 1) a temporary restraining order; 2) an order restraining assets and Merchant Storefronts (as defined *infra*); 3) an order to show cause why a preliminary injunction should not issue; 4) an order authorizing alternative service and 5) an order authorizing expedited discovery against Defendants Aarhus, Agra, ainkin2411, aiweike, aweiwei258, beauty homer, best4you666, betterlife2014, BHU-Store, bingolee, blazing moon, BlueSister, bunnyreview, caicai shoping, CCMC, charming_family, chenxuchenxu, chuagtengke (xianggang) shiyeyouxiangongsi, crazydeal, International business Co., CUTTLE FISH, D&D Mall, dadanhuangpai, dingyin96, Dungu, easyshoppingtree, eatwatersend, Ever, fashion_store, fashionhub, flasafe's place, FlyingWing, Gmai Trade Co., Ltd., GoYo, Green hill God, guoyingchengxin, hoyoyoyo, huangws, hugoo, hupai, jacobli, Kaixinshop, Kimberley, leioqing, lianghaijun, linemartz, Lise, Liu Wu Shop, lseroer, lucygood, LULU Mall, lyo66881011, MAN CHART (HK) LIMITED, MJ Bags Outlet,

Mr.G, MyMei, ngytrade, Onemark, pandaman collection, papastees, Pauktaw, photobo, pingpongpong, PKA BABY, retro home furnishing, Rosyclouds Shop, Runofthelion, safg, samlir, shixinkeji, Shop_more, SmileFullLtd, SMT, Social Shopping, somnus, Superaj Store, sweetstars trading co.,ltd, tony Z, Top Fashion Factory, Valence, wanelolife, WDYFKLKF, welcomeherehere, Women Korean Fan attachment, wonderful12, wyz, XiangGu, ximanchun, Yiwu Ryan E-Commerce Co., Ltd, yiwu wujiang jewelry co.ltd, yiyishangmaoyouxiangongsi, ymjj, yuhanbaobei, zaitaowanggou, Zakra, zhangdabing, zhijia trade, zhonglitian and zmlshop (hereinafter collectively referred to as “Defendants” or individually as “Defendant”), Third Party Service Providers (as defined *infra*) and Financial Institutions (as defined *infra*), in light of Defendants’ intentional and willful offerings for sale and/or sales of Counterfeit Products (as defined *infra*) (“Application”).¹ A complete list of Defendants is attached hereto as **Schedule A**. Having reviewed the Application, the Declarations of Jessica Arnaiz, LoriAnn Lombardo and Spencer Wolfgang, along with exhibits attached thereto and other evidence submitted in support thereof, the Court makes the following findings of fact and conclusions of law:

FACTUAL FINDINGS & CONCLUSIONS OF LAW

1. Plaintiff is a leading developer, producer, marketer, and distributor of quality, innovative consumer products. Plaintiff promotes and sells its products through national direct response television advertising commonly called “As Seen On TV” (“ASOTV”). Plaintiff also promotes and sells its ASOTV products at the retail level at well-known mass retail outlets, including, without limitation: Wal-Mart, Target Stores, Bed Bath & Beyond, Toys R Us, Rite-Aid, CVS and Walgreens; through catalog companies; online, through its own website and its retail customers’ websites; as well as through a network of international distributors, among other

¹ Where a defined term is referenced herein and not defined herein, the defined term should be understood as it is defined in the Complaint or Application.

channels of trade. Plaintiff is among the most well-known, well-respected sources of many of the most popular and most successful ASOTV products sold in the United States.

2. One of Plaintiff's most successful products is a line of copper-infused compression garments, each targeted to different body parts and designed to help relieve muscle and joint soreness and pain which are marketed and sold under the distinctive COPPER FIT trademark and include the sub-brands: Copper Fit Knee or Elbow Sleeves, Copper Fit Pro Knee or Elbow Sleeves, Copper Fit Back Pro, and Copper Fit Socks ("Copper Fit Products").

3. Plaintiff's line of Copper Fit Products has achieved great success since its introduction in August 2014, due in part to a significant marketing campaign lead by hall of fame and Super Bowl champion quarterback Brett Favre.

4. While Ideavillage has gained significant common law trademark and other rights in its Copper Fit Products, through use, advertising, and promotion, Ideavillage has also protected its valuable rights by filing for and obtaining federal trademark registrations.

5. For example, Ideavillage is the owner of U.S. Trademark Registration No. 4,676,558 for the wordmark "COPPER FIT" for goods in Class 25, U.S. Trademark Reg. No. 4,774,235 for the wordmark "COPPER FIT" for a wide variety of goods in Class 24, U.S. Trademark Registration No. 5,403,018 for "COPPER FIT" for a variety of goods in Class 25 and U.S. Trademark Registration No. 5,301,755 for the wordmark "COPPER FIT" for a wide variety of goods in Class 25 (hereinafter collectively referred to as the "Copper Fit Marks"). The Copper Fit are currently in use in commerce in connection with the Copper Fit Products. The Copper Fit Marks were first used in commerce on or before the dates of first use as reflected in the registration certificates.

6. In addition, Plaintiff is also the owner of both registered and unregistered

copyrights in and related to the Copper Fit Products.

7. For example, Ideavillage is the owner of U.S. Copyright Reg. No. VA 1-914-217 covering the Copper Fit Elbow Sleeve packaging and instructions, U.S. Copyright Reg. No. VA 1-914-211 covering the Copper Fit Knee Sleeve packaging and instructions, U.S. Copyright Reg. No. VA 1-945-394 covering the Copper Fit Socks packaging, U.S. Copyright Reg. No. VA 1-948-947 covering the Copper Fit Back Pro packaging and U.S. Copyright Reg. No. VA 2-089-046, covering the Copper Fit Back Belt packaging artwork, as well as numerous common law copyrights (hereinafter collectively referred to as the “Copper Fit Works”).

8. Defendants are manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or selling products bearing or used in connection with the Copper Fit Marks and/or Copper Fit Works, and/or products in packaging and/or containing labels and/or hang tags bearing the Copper Fit Marks and/or Copper Fit Works, and/or bearing or used in connection with marks and/or artwork that are confusingly or substantially similar to the Copper Fit Marks and/or Copper Fit Works, and/or products that are identical or confusingly or substantially similar to Copper Fit Products (collectively referred to as, “Infringing Product(s)” or “Counterfeit Product(s)”) through accounts with online marketplace platforms such as Wish.com (as defined *infra*) as well as any and all as yet undiscovered accounts with additional online marketplace platforms held by or associated with Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them (“User Accounts”) (*see Schedule A* for links to Defendants’ Merchant Storefronts and listings for Counterfeit Products);

9. Wish.com is an online marketplace and e-commerce platform that allows manufacturers and other third-party merchants, like Defendants, to advertise, distribute, offer for

sale, sell and ship their retail products originating primarily from China,² among other locations, directly to consumers worldwide and specifically to consumers residing in the U.S., including New York (hereinafter, “Wish”);

10. Defendants are not, nor have they ever been, authorized distributors or licensees of the Copper Fit Products. Neither Ideavillage, nor any of Ideavillage’s authorized agents, have consented to Defendants’ use of the Copper Fit Marks and/or Copper Fit Works, nor has Ideavillage consented to Defendants’ use of any identical or confusingly similar marks or artwork;

11. Ideavillage is likely to prevail on its Lanham Act claims, copyright claims and related state law claims at trial;

12. As a result of Defendants’ infringements, Ideavillage as well as consumers are likely to suffer immediate and irreparable losses, damages and injuries before Defendants can be heard in opposition, unless Ideavillage’s Application for *ex parte* relief is granted:

- a. Defendants have offered for sale and sold substandard Counterfeit Products that infringe the Copper Fit Marks and Copper Fit Works;
- b. Ideavillage has well-founded fears that more Counterfeit Products will appear in the marketplace; that consumers may be misled, confused and disappointed by the quality of these Counterfeit Products, resulting in injury to Ideavillage’s reputation and goodwill; and that Ideavillage may suffer loss of sales for its Copper Fit Products; and
- c. Ideavillage has well-founded fears that if it proceeds on notice to Defendants on this Application, Defendants will: (i) secret, conceal, destroy, alter, sell-off, transfer or otherwise dispose of or deal with Counterfeit Products or other goods that infringe

² See Armando Roggio, *Ecommerce Lessons from the Wish Shopping App*, PRACTICAL ECOMMERCE (Jan. 7, 2015), <https://www.practicalecommerce.com/Ecommerce-Lessons-from-the-Wish-Shopping-App>.

the Copper Fit Marks and Copper Fit Works, the means of obtaining or manufacturing such Counterfeit Products, and records relating thereto that are in their possession or under their control, (ii) inform their suppliers and others of Ideavillage's claims with the result being that those suppliers and others may also secret, conceal, sell-off or otherwise dispose of Counterfeit Products or other goods infringing the Copper Fit Marks and Copper Fit Works, the means of obtaining or manufacturing such Counterfeit Products, and records relating thereto that are in their possession or under their control, (iii) secret, conceal, transfer or otherwise dispose of their ill-gotten proceeds from its sales of Counterfeit Products or other goods infringing the Copper Fit Marks and Copper Fit Works and records relating thereto that are in their possession or under their control and/or (iv) open new User Accounts through which Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them manufacture, import, export, advertise, market, promote, distribute, offer for sale, sell and/or otherwise deal in products, including Counterfeit Products, which are held by or associated with Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them ("Merchant Storefront(s)") under new or different names and continue to offer for sale and sell Counterfeit Products with little to no consequence;

13. The balance of potential harm to Defendants of being prevented from continuing to profit from their illegal and infringing activities if a temporary restraining order is issued is far outweighed by the potential harm to Ideavillage, its business, the goodwill and reputation built up

in and associated with the Copper Fit Marks and Copper Fit Works and to its reputation if a temporary restraining order is not issued;

14. Public interest favors issuance of the temporary restraining order in order to protect Ideavillage's interests in and to its Copper Fit Marks and Copper Fit Works, and to protect the public from being deceived and defrauded by Defendants' passing off of their substandard Counterfeit Products as Copper Fit Products;

15. Ideavillage has not publicized its request for a temporary restraining order in any way;

16. Service on Defendants via electronic means, including the delivery of copies of the Summons and Complaint, together with all documents filed in support of Ideavillage's Application by e-mail, such as by using RMail.com and Outlook.com, and publication of links to the same on a website accessible to Defendants, is reasonably calculated to result in proper notice to Defendants.

17. If Defendants are given notice of the Application, they are likely to secret, conceal, transfer or otherwise dispose of their ill-gotten proceeds from their sales of Counterfeit Products or other goods infringing the Copper Fit Marks and Copper Fit Works. Therefore, good cause exists for granting Ideavillage's request for an asset restraining order. It typically takes noticed Financial Institutions and/or Third Party Service Providers a minimum of five (5) days to locate, attach and freeze Defendants' Assets (as defined *infra*) and/or Defendants' Financial Accounts (as defined *infra*). As such, in its order, the Court should allow enough time for the Financial Institutions and/or Third Party Service Providers to freeze Defendants' Assets and Financial Accounts before requiring service on Defendants.

18. Similarly, if Defendants are given notice of the Application, they are likely to destroy, move, hide or otherwise make inaccessible to Ideavillage the records and documents relating to Defendants' manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or sale of Counterfeit Products. Therefore, Ideavillage has good cause to be granted expedited discovery.

ORDER

Based on the foregoing findings of fact and conclusions of law, Ideavillage's Application is hereby **GRANTED** as follows (the "Order"):

I. Temporary Restraining Order

A. IT IS HEREBY ORDERED, as sufficient cause has been shown, that Defendants, their respective officers, employees, agents, servants and attorneys, and all persons in active concert or participation with any of them (regardless of whether located in the U.S. or abroad), who receive actual notice of this Order, including, without limitation, any: (1) banks, financial institutions, credit card companies and payment processing agencies, such as ContextLogic, PayPal Inc. ("PayPal"), Payoneer Inc. ("Payoneer"), the Alibaba Group d/b/a Alibaba.com and Aliexpress.com ("Alibaba") payment services (*e.g.*, Alipay.com Co., Ltd., Ant Financial Services), PingPong Global Solutions, Inc. ("PingPong") and other companies or agencies that engage in the processing or transfer of money and/or real or personal property of Defendants ("Financial Institutions") and (2) Wish, as well as any and all as yet undiscovered online marketplace platforms and/or entities through which Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them manufacture, import, export, advertise, market, promote, distribute, offer for sale, sell and/or otherwise deal in Counterfeit Products which are hereinafter identified as a result of any order

entered in this action, or otherwise (“Third Party Service Providers”) (Financial Institutions and Third Party Service Providers are hereinafter collectively referred to as the “Restrained Persons”), are hereby restrained and enjoined from engaging in any of the following acts or omissions pending the hearing and determination of Ideavillage’s Application for a preliminary injunction as referenced in **Paragraph (II)(A)** below, or until further order of the Court:

- 1) manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in Counterfeit Products, or any other products bearing the Copper Fit Marks and/or marks that are confusingly similar to, identical to and constitute a counterfeiting or infringement of the Copper Fit Marks and/or incorporating the Copper Fit Works and/or artwork that is substantially similar to, identical to and constitute an infringement of the Copper Fit Works;
- 2) communicating, directly or indirectly, with any person or persons: (i) from whom Defendants purchased or obtained any Counterfeit Products; (ii) to whom Defendants sold or offered to sell such Counterfeit Products or (iii) of whom Restrained Persons know, or reasonably believe, to possess, control or have access to any such Counterfeit Products;
- 3) secreting, concealing, destroying, altering, selling off, transferring or otherwise disposing of and/or dealing with: (i) Counterfeit Products and/or (ii) any computer files, data, business records, documents or any other records or evidence relating to the Defendants’ User Accounts, Merchant Storefronts, Defendants’ Assets and the manufacture, importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products;

JK

- 4) secreting, concealing, transferring, disposing of, withdrawing, encumbering or paying any money, securities or other property or assets of Defendants (whether said assets are located in the U.S. or abroad) (hereinafter collectively referred to as "Defendants' Assets") from or to financial accounts associated with or utilized by any Defendant or any Defendant's User Accounts or Merchant Storefront(s) (whether said account is located in the U.S. or abroad) ("Defendants' Financial Accounts") until further ordered by this Court;
- 5) effecting assignments or transfers, forming new entities or associations, or creating and/or utilizing any other platform, User Account, Merchant Storefront or any other means of importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products for the purposes of circumventing or otherwise avoiding the prohibitions set forth in this Order;
- 6) within five (5) days after receiving actual notice of this Order, providing services to Defendants, Defendants' User Accounts and Defendants' Merchant Storefronts, including, without limitation, continued operation of Defendants' User Accounts and Merchant Storefronts; and
- 7) knowingly instructing, aiding, or abetting any other person or business entity in engaging in any of the activities referred to in subparagraphs I(A)(1) through I(A)(6) above.

**II. Order to Show Cause Why A Preliminary Injunction
Should Not Issue And Order Of Notice**

- A. Defendants are hereby ORDERED to show cause before this Court in Courtroom 14B of the United States District Court for the Southern District of New York at 500 Pearl Street/40 Foley Square, New York, New York on April 10, 2018 at 11:00 a.m.

or at such other time that this Court deems appropriate, why a preliminary injunction, pursuant to FRCP 65(a), should not issue restraining and enjoining the Restrained Persons from engaging in any of the following acts or omissions pending the final hearing and determination of this action:

- 1) manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in Counterfeit Products, or any other products bearing the Copper Fit Marks and/or marks that are confusingly similar to, identical to and constitute a counterfeiting or infringement of the Copper Fit Marks and/or incorporating the Copper Fit Works and/or artwork that is substantially similar to, identical to and constitute an infringement of the Copper Fit Works;
- 2) directly or indirectly infringing in any manner any of Ideavillage's trademarks, copyrights or other rights (whether now in existence or hereafter created) including, without limitation, the Copper Fit Marks and Copper Fit Works;
- 3) using any reproduction, counterfeit, copy or colorable imitation of Ideavillage's trademarks, copyrights or other rights (whether now in existence or hereafter created) including, without limitation, the Copper Fit Marks and Copper Fit Works to identify any goods or services not authorized by Ideavillage;
- 4) using any of Ideavillage's trademarks, copyrights or other rights (whether now in existence or hereafter created) including, without limitation, the Copper Fit Marks and Copper Fit Works, or any other marks or artwork that are confusingly or substantially similar to the Copper Fit Marks and Copper Fit Works, on or in connection with Defendants' manufacturing, importing, exporting, advertising, marketing, promoting,

- distributing, displaying, offering for sale, selling and/or otherwise dealing in the Counterfeit Products;
- 5) using any false designation of origin or false description, or engaging in any action which is likely to cause confusion, cause mistake and/or to deceive members of the trade and/or the public as to the affiliation, connection or association of any product manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale or sold by Defendants with Ideavillage, and/or as to the origin, sponsorship or approval of any product manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale or sold by Defendants and Defendants' commercial activities by Ideavillage;
 - 6) secreting, concealing, destroying, altering, selling off, transferring, or otherwise disposing of and/or dealing with: (i) Counterfeit Products and (ii) any computer files, data, business records, documents, or any other records or evidence relating to the Defendants' User Accounts, Defendants' Merchant Storefronts, Defendants' Assets and the manufacture, importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products;
 - 7) secreting, concealing, transferring, disposing of, withdrawing, encumbering or paying any of Defendants' Assets from or to Defendants' Financial Accounts until further ordered by this Court;
 - 8) providing services to Defendants, Defendants' User Accounts and Merchant Storefronts, including, without limitation, continued operation of Defendants' User Accounts and Merchant Storefronts;

- 9) effecting assignments or transfers, forming new entities or associations, or creating and/or utilizing any other platform, User Accounts, Merchant Storefronts or any other means of importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products for the purposes of circumventing or otherwise avoiding the prohibitions set forth in any preliminary injunction ordered by the Court in this Action;
- 10) knowingly instructing, aiding or abetting any other person or business entity in engaging in any of the activities referred to in subparagraphs II(A)(1) through II(A)(9) above.

B. IT IS FURTHER ORDERED that opposing papers, if any, shall be filed electronically with the Court and served on Ideavillage's counsel by delivering copies thereof to the office of Epstein Drangel LLP at 60 East 42nd Street, Suite 2520, New York, NY 10165, Attn: Jason M. Drangel on or before April 6, 2018. Ideavillage shall file any Reply papers on or before April 9, 2018.

C. IT IS FURTHER ORDERED that Defendants are hereby given notice that failure to appear at the show cause hearing scheduled in **Paragraph II(A)** above may result in the imposition of a preliminary injunction against them pursuant to FRCP 65, which may take effect immediately upon the expiration of this Order, and may extend throughout the length of the litigation under the same terms and conditions set forth in this Order.

III. Asset Restraining Order

A. IT IS FURTHER ORDERED pursuant to FRCP 64 and 65 and CPLR 6201 and this Court's inherent equitable power to issue provisional remedies ancillary to its authority to provide final equitable relief, as sufficient cause has been shown, that within five (5) days of receipt of notice of this Order, all Financial Institutions and Third Party Service Providers, including, but not

limited to, those who receive actual notice of this Order, shall locate and attach Defendants Financial Accounts, and shall provide written confirmation of such attachment to Ideavillage's counsel; and

B. IT IS FURTHER ORDERED, as sufficient cause has been shown, that within five (5) days of receipt of notice of this Order all Financial Institutions and Third Party Service Providers, including but not limited to, those who receive actual notice of this Order, shall identify any and all of Defendants' Financial Accounts, and provide Ideavillage and/or Ideavillage's counsel with a summary report containing account details for any and all such accounts, which shall include, at a minimum, identifying information for Defendants and Defendants' User Accounts and Defendants' Merchant Storefronts, contact information for Defendants (including mailing addresses and e-mail addresses), account numbers and account balances for any and all of Defendants' Financial Accounts.

IV. Order Authorizing Alternative Service by Electronic Means

A. IT IS FURTHER ORDERED pursuant to FRCP 4(f)(3), as sufficient cause has been shown, that service may be made on, and shall be deemed effective as to Defendants if it is completed by one of the following means:

- 1) delivery of: (i) PDF copies of this Order together with the Summons and Complaint, or (ii) a link to a secure website (such as Dropbox.com, NutStore.com, a large mail link created through RPost.com or via website publication through a specific page dedicated to this Lawsuit accessible through ipcounselorslawsuit.com) where each Defendant will be able to download PDF copies of this Order together with the Summons and Complaint, and all papers filed in support of Ideavillage's Application seeking this Order to Defendants' e-mail addresses, as identified in **Schedule A** or may otherwise be determined after having been identified by Wish pursuant to Paragraph III (B).

B. IT IS FURTHER ORDERED, as sufficient cause has been shown, that such alternative service by electronic means ordered herein shall be made within two (2) days of the Financial Institutions' and Third Party Service Providers' compliance with **Paragraph III(A)** of this Order, but in any event, shall be made no later than ten (10) days from the date of this Order.

C. IT IS FURTHER ORDERED, as sufficient cause has been shown, that the Clerk of the Court shall issue a single original summons in the name of "Aarhus and all other Defendants identified in the Complaint" that will apply to all Defendants.

D. IT IS FURTHER ORDERED, as sufficient cause has been shown, that service may be made and shall be deemed effective as to the following Financial Institutions and Third Party Service Providers if it is completed by the following means:

- and*
- 1) delivery of: (i) a PDF copy of this Order, ~~or~~ (ii) a link to a secure website where PayPal ~~will~~ will be able to download a PDF copy of this Order via electronic mail to EE Omaha Legal Specialist at EEOMALegalSpecialist@paypal.com;
- and*
- 2) delivery of: (i) a PDF copy of this Order, ~~or~~ (ii) a link to a secure website where ContextLogic, via ContextLogic's DMCA Agent, will be able to download a PDF copy of this Order via electronic mail at elisa@wish.com and brand-protection@wish.com and to ContextLogic's counsel, Dwight Lueck, at Dwight.Lueck@btlaw.com;
- and*
- 3) delivery of: (i) a PDF copy of this Order, ~~or~~ (ii) a link to a secure website where AliPay ~~will~~ will be able to download a PDF copy of this Order via electronic mail to Mr. Benjamin Bai, Vice President and Chief IP Counsel of Ant Financial Services Group at banjamin.bai@alipay.com and/or Mr. Di Zhang, Member of the Legal & Compliance Department – IP, at di.zd@alipay.com.

- and*
- 4) delivery of: (i) a PDF copy of this Order, ~~or~~ (ii) a link to a secure website where Payoneer will be able to download a PDF copy of this Order via electronic mail to Payoneer's Customer Service Management at customerservicemanager@payoneer.com and Edward Tulin, counsel for Payoneer, at Edward.Tulin@skadden.com.
 - 5) delivery of a true and correct copy of this Order via Federal Express to PingPong at 599 Third Street, Suite 308, San Francisco, CA 94107.

V. Order Authorizing Expedited Discovery

A. IT IS FURTHER ORDERED, as sufficient cause has been shown, that:

- twenty-one (21) days*
- 1) Within fourteen (14) days after receiving notice of this Order, each Defendant, or other person served, shall serve upon Ideavillage or Ideavillage's counsel a written report under oath providing:
 - a. their true name and physical address;
 - b. the name and location and URL of any and all websites that Defendants own and/or operate and the name, location, account numbers and URL for any and all User Accounts and Merchant Storefronts on any Third Party Service Provider platform that Defendants own and/or operate;
 - c. the complete sales records for any and all sales of Counterfeit Products, including but not limited to number of units sold, the price per unit, total gross revenues received (in U.S. dollars) and the dates thereof;
 - d. the account details for any and all of Defendants' Financial Accounts, including but not limited to the account numbers and current account balances; and
 - e. the steps taken by each Defendant, or other person served to comply with **Section I**, above.

- 2) Ideavillage may propound interrogatories pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure as well as Local Civil Rule 33.3 of the Local Rules for the Southern and Eastern Districts of New York, and Defendants, their respective officers, employees, agents, servants and attorneys, and all persons in active concert or participation with any of them, who receive actual notice of this Order, shall provide ~~twenty-one (21) days~~ ^{DEK} written responses under oath to such interrogatories within ~~fourteen (14)~~ days of service to Ideavillage or Ideavillage's counsel.
- 3) Ideavillage may serve requests for the production of documents pursuant to FRCP 26 and 34, and Defendants, their respective officers, employees, agents, servants and attorneys, and all persons in active concert or participation with any of them, who receive actual notice of this Order, shall produce all documents responsive to such ~~twenty-one (21) days~~ ^{DEK} requests within ~~fourteen (14)~~ days of service to Ideavillage or Ideavillage's counsel.
- B. IT IS FURTHER ORDERED, as sufficient cause has been shown, that:
- 1) Within ~~fourteen (14)~~ days of receiving actual notice of this Order, all Financial Institutions who receive actual notice of this Order shall provide Ideavillage or Ideavillage's counsel all documents and records in their possession, custody or control (whether located in the U.S. or abroad) relating to any and all of Defendants' Financial Accounts, including, but not limited to, documents and records relating to:
- a. account numbers;
 - b. current account balances;
 - c. any and all identifying information for Defendants, Defendants' User Accounts and Defendants' Merchant Storefronts, including, but not limited to, names, addresses and contact information;

- d. any and all account opening documents and records, including, but not limited to, account applications, signature cards, identification documents and if a business entity, any and all business documents provided for the opening of each and every of Defendants' Financial Accounts;
- e. any and all deposits and withdrawals during the previous year from each and every one of Defendants' Financial Accounts and any and all supporting documentation, including, but not limited to, deposit slips, withdrawal slips, cancelled checks and account statements; and
- f. any and all wire transfers into each and every one of Defendants' Financial Accounts during the previous year, including, but not limited to, documents sufficient to show the identity of the destination of the transferred funds, the identity of the beneficiary's bank and the beneficiary's account number.

C. IT IS FURTHER ORDERED, as sufficient cause has been shown, that:

- Within - one (21) days*
- 1) Within fourteen (14) days of receiving actual notice of this Order, all Third Party Service Providers who receive actual notice of this Order shall provide to Ideavillage or Ideavillage's counsel all documents and records in their possession, custody or control (whether located in the U.S. or abroad) relating to Defendants' User Accounts and Defendants' Merchant Storefronts, including, but not limited to, documents and records relating to:
 - a. any and all User Accounts and Defendants' Merchant Storefronts and account details, including, without limitation, identifying information and account numbers for any and all User Accounts and Defendants' Merchant Storefronts that

Defendants have ever had and/or currently maintain with the respective Third Party Service Provider;

- b. the identities, location and contact information, including any and all e-mail addresses, of Defendants, their respective officers, employees, agents, servants and attorneys, and all persons in active concert or participation with any of them;
- c. the nature of Defendants' businesses and operations, methods of payment, methods for accepting payment and any and all financial information, including, but not limited to, information associated with Defendants' User Accounts and Defendants' Merchant Storefronts, a full accounting of Defendants' sales history and listing history under such accounts and Defendants' Financial Accounts with any and all Financial Institutions associated with Defendants' User Accounts and Defendants' Merchant Storefronts; and
- d. Defendants' manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or selling of Counterfeit Products, or any other products bearing the Copper Fit Marks and/or marks that are confusingly similar to, identical to, and constitute an infringement of the Copper Fit Marks and/or incorporating the Copper Fit Works and/or artwork that is substantially similar to, identical to and constitutes infringement of the Copper Fit Works.

VI. Security Bond

- A. IT IS FURTHER ORDERED that Ideavillage shall place security in the amount of \$25,000 Dollars (25,000) with the Court which amount is determined adequate for the payment

of any damages any person may be entitled to recover as a result of an improper or wrongful restraint ordered hereunder.

VII. Sealing Order

A. IT IS FURTHER ORDERED that Ideavillage's Complaint and exhibits attached thereto, and Ideavillage's *ex parte* Application and the Declarations of Jessica Arnaiz, LoriAnn Lombardo and Spencer Wolfgang in support thereof and exhibits attached thereto and this Order shall remain sealed until further ordered by the Court.

SO ORDERED.

SIGNED this 28 day of March, 2018, at 3⁵⁷ p.m.



UNITED STATES DISTRICT JUDGE


No	Vendor Name	Merchant Storefront	User Account
1	Aarhus	https://www.wish.com/c/574665fe13afbe0e1e9fc04	https://www.wish.com/merchant/5dd6c5f5b72601168902da64
2	Agra	https://www.wish.com/c/587342bb87e374ef38ca950	https://www.wish.com/merchant/5789e2d013fb51b51558fc03
3	ainkin2411	https://www.wish.com/c/57ad689003636033847acba7	https://www.wish.com/merchant/5608173aa0798a2f1e6213cb
4	aiweike	https://www.wish.com/c/55b583fb60164995106204f73	https://www.wish.com/merchant/55b583fb60164995106204f73
5	aweivei258	https://www.wish.com/c/59910d5e1be25e8313c716455	https://www.wish.com/merchant/597d87e1d96fa428b356e1612
6	beauty homer	https://www.wish.com/c/58957b850c9a6d20278ee5e	https://www.wish.com/merchant/5747e7c03a698e1130fed0b9
7	best4you666	https://www.wish.com/c/58b7e8ff6420a631f182d6	https://www.wish.com/merchant/568ce908a477592809dad607
8	betterlife2014	https://www.wish.com/c/58c11a5fb09024ef5aef8f	https://www.wish.com/merchant/557a74d8b3aa01a2b54e43ae7
9	BHU-Store	https://www.wish.com/c/58081448471892210ffd349	https://www.wish.com/merchant/561e4dd5b874d10f3e54523b
10	bingolee	https://www.wish.com/c/589d7486f6904905c0c37acd7	https://www.wish.com/merchant/576a3565f6921285daa0038b
11	blazing_moon	https://www.wish.com/c/5841a30d2bf2c96da097055	https://www.wish.com/merchant/54a8e1c45099ba0fdcc90c4c0
12	BlueSister	https://www.wish.com/c/5680fe83fcde8462480219f	https://www.wish.com/merchant/567d0008ds1043bfff64db8
13	bunnyreview	https://www.wish.com/c/5932b561ff503830a39f0552b	https://www.wish.com/merchant/591d4e04864e5c4a41088fc9
14	caicai shopping	https://www.wish.com/c/5695fb60fb3f030346f5b7265	https://www.wish.com/merchant/5449c3815f313f675e367216
15	CCMC	https://www.wish.com/c/5944f0fe fc876f74cb7f24e	https://www.wish.com/merchant/58d28c16995566fb5c544bf73
16	charming_family	https://www.wish.com/c/58c5430c1181df6f53fed38	https://www.wish.com/merchant/53f6b7c81c105e2dfa91041
17	chenxuchenu	https://www.wish.com/c/593215c52fbfb550d08	https://www.wish.com/merchant/591d4e04864e5c4a41088fc9
18	chuangtengke (xianggang) shiye youxiangongsi	https://www.wish.com/c/5787545b1e15041299faacb8	https://www.wish.com/merchant/5449c3815f313f675e367216
19	crazydeal International business Co	https://www.wish.com/c/55941e290338ad3406f800d7a	https://www.wish.com/merchant/53e838a16ff4d6d289f95ab7f
20	CUTTLE FISH	https://www.wish.com/c/58f60edb1e81536a14c86afc	https://www.wish.com/merchant/58a3208380ba86e378fd4b2
21	D&D Mall	https://www.wish.com/c/57ad4ad65c5c2fbfb550d08	https://www.wish.com/merchant/577cd50016b28974b546466
22	dadanhuanhangpai	https://www.wish.com/c/59dd2c3615977da1612b4f92cf	https://www.wish.com/merchant/5526121ed5ad71110e453b3e
23	dingying96	https://www.wish.com/c/582fa62cf49332c1dbfe738ba	https://www.wish.com/merchant/57befed0cf221609e25002d8
24	Dungu	https://www.wish.com/c/5862275d2306da4fa0f36398	https://www.wish.com/merchant/5788713fc6b30d2172451877
25	easyshoppingtree	https://www.wish.com/c/58510f382ae4323125bfe326	https://www.wish.com/merchant/534ebc91728de622e0dd1fe4a4
26	eatwater/send	https://www.wish.com/c/53a3a1747ad5d586ee848ee20	https://www.wish.com/merchant/5915972d09933b1964866139
27	Ever	https://www.wish.com/c/56941b8fe61d6cf524528315	https://www.wish.com/merchant/540823e31d2d435feee17d7c
28	fashion_store	https://www.wish.com/c/58ca0acad3795151211b3d15	https://www.wish.com/merchant/53b76ace46188e74d5f7e7d
29	fashionhub	https://www.wish.com/c/5898146340b41337decf873	https://www.wish.com/merchant/573d62d06aea46559418233a6
30	flasafe's place	https://www.wish.com/c/597eb10659782137200256	https://www.wish.com/merchant/55d82c34120fe7103382658
31	FlyingWing	https://www.wish.com/c/58196a1e34edc211e03ed6e	https://www.wish.com/merchant/577fc31aa783f165dc041c0
32	Gmai Trade Co.,Ltd	https://www.wish.com/c/5721caae19b63a1babfa686d	https://www.wish.com/merchant/552859d00512181204266b3
33	GoYo	https://www.wish.com/c/586b6ff40e724ee9f16535	https://www.wish.com/merchant/56fbbe11f4e40234240e138dc
34	Green hill God	https://www.wish.com/c/5926af31481fcf2817a00521	https://www.wish.com/merchant/58c9430dfe0f9aa2635356e40
35	guoyingchengxin	https://www.wish.com/c/597eb10659782137200256	https://www.wish.com/merchant/5975f27e40dae631890a63b
36	hoyoyoyo	https://www.wish.com/c/585a8cb258d795230b55301	https://www.wish.com/merchant/580dc27546763198471047
37	huangws	https://www.wish.com/c/588596c16661e870f2446b04	https://www.wish.com/merchant/587395d13638354cb29872fe
38	hugoo	https://www.wish.com/c/581000b71c87a213879f3de	https://www.wish.com/merchant/57c9265f6a564411f94294da
39	hupai	https://www.wish.com/c/586a1607016ba34ef0920539	https://www.wish.com/merchant/55b08dc4e00cb2405ed0530
40	jacobi	https://www.wish.com/c/589828259fcdf2f1ae2726ef	https://www.wish.com/merchant/5780efcaec3279110f817a28
41	Kaixinshop	https://www.wish.com/c/58701af9c398956b6d499ca	https://www.wish.com/merchant/583377ab46339b448fa510cf8
42	kimberley	https://www.wish.com/c/57ce42f6e0b9a55c9223dd8	https://www.wish.com/merchant/57835733a78e3f0fb0bc03a88
43	leiqing	https://www.wish.com/c/58aad7d233949d47125829c8	https://www.wish.com/merchant/56e12f02f475841877a1e899

44	lianghaijun	https://www.wish.com/c/591123156263877af6cc340c	https://www.wish.com/merchant/58d3c312a9254d754b5963ba
45	linemartz	https://www.wish.com/c/5a0c71f07972f9464075f19f	https://www.wish.com/merchant/5a07cddebe6503340292c0009
46	Lise	https://www.wish.com/c/56a3399a9082b881140c34560d	https://www.wish.com/merchant/550976478f2c040b1e055551
47	Liu Wu Shop	https://www.wish.com/c/57f79fa555077630fb5f582ee	https://www.wish.com/merchant/555408453a698c28ff5536d2
48	Iseroer	https://www.wish.com/c/5a5ddc1c72e71f62f2b26eda	https://www.wish.com/merchant/5a0ea6c9fb5c13aeab300a10
49	lucygood	https://www.wish.com/c/594cdelta108ab5f2d63f52a	https://www.wish.com/merchant/58a1ac569663b50105ead5a
50	LULU Mall	https://www.wish.com/c/58b50bdb1cd18109ac273142	https://www.wish.com/merchant/577751efde0ea057621be2b99
51	lyo66881011	https://www.wish.com/c/582d6e16764f48410f7b9925	https://www.wish.com/merchant/57af339aa4830508057cbfc3
52	MAN CHART (HK) LIMITED	https://www.wish.com/c/563835a73e3e192300818add7	https://www.wish.com/merchant/56025811fd106f4ca15b54d8
53	MJ Bags Outlet	https://www.wish.com/c/5822806011dbd371dcac327c4	https://www.wish.com/merchant/578aeb7316b2891a3a226c21
54	Mr.G	https://www.wish.com/c/57805b62b3bd87856af61d2	https://www.wish.com/merchant/5536047739b0c7b9e535c9
55	MyMei	https://www.wish.com/c/5780b48e7d00327ca699f92c9	https://www.wish.com/merchant/53dc4d79497c5420e7adeda
56	ngytrade	https://www.wish.com/c/585272db5f149f2df9a32735a	https://www.wish.com/merchant/57948f611dd13f4462eab3ea
57	Onemark	https://www.wish.com/c/59e1f210b43a7e36258c3f5	https://www.wish.com/merchant/59ae7947b125530759b6fdb
58	pandaman collection	https://www.wish.com/c/57f7b07299835c30cbf26a1e	https://www.wish.com/merchant/53327a7e736046182c1ec9b
59	papastees	https://www.wish.com/c/583c038ad6236c1dcaadda351	https://www.wish.com/merchant/56a9df1b5a698c526f779805
60	Pauktaw	https://www.wish.com/c/58b6316c13d8b8526b383116	https://www.wish.com/merchant/577a1c1d17c3e274725a49d8
61	photoBo	https://www.wish.com/c/578754dd4c61012fdb1807d	https://www.wish.com/merchant/555e9118df199b677afdf6a95
62	pingpongpong	https://www.wish.com/c/59f507b2e26cae4872cb087	https://www.wish.com/merchant/583fd56f42254a4cb3a34a6
63	PKA BABY	https://www.wish.com/c/58c0e68e17d3635442da766a	https://www.wish.com/merchant/58297d7c3099fc81b4d8f1472a
64	retro home furnishing	https://www.wish.com/c/593835e64eaaab3ed48775a14	https://www.wish.com/merchant/58f5eff18dd0237707acd9618
65	Rosyclouds Shop	https://www.wish.com/c/57bc627cc48fad227b8bca38	https://www.wish.com/merchant/57bc627cc48fad227b8bca38
66	Runothelion	https://www.wish.com/c/59f507b2e26cae4872cb087	https://www.wish.com/merchant/558964aef628f51751090824
67	safg	https://www.wish.com/c/597e75a3fc06e10412ea7f55	https://www.wish.com/merchant/596bf42448912c5f819d8981
68	samlir	https://www.wish.com/c/5a67fb4b4845602149b0e335e0	https://www.wish.com/merchant/5825de3934afafa70767195212
69	shixinkeji	https://www.wish.com/c/5939774b45b6073224ded5b4	https://www.wish.com/merchant/591abed7fc9cce1b7ab810ao
70	Shop_more	https://www.wish.com/c/58c7a1cf5b3d2552a628072	https://www.wish.com/merchant/583fb7b881db4a81f63552d
71	SmileFullLtd	https://www.wish.com/c/59ffdd5c7482a3742e408a8c	https://www.wish.com/merchant/558e4adaacf5a3d33fbef946
72	SMT	https://www.wish.com/c/55dc65d15392a741f704dbdd	https://www.wish.com/merchant/54bb86980285655a77bf7466e
73	Social Shopping	https://www.wish.com/c/58c23dac23dc8718a52fe8	https://www.wish.com/merchant/57ad944b54892768a7709d29
74	sommus	https://www.wish.com/c/56a184ff9f4d61b52af20a7	https://www.wish.com/merchant/549cd4a3546ead0eefea9c7
75	Supera1 Store	https://www.wish.com/c/58130701e3098f2154f15b94	https://www.wish.com/merchant/57b1c8f552843e5906772610
76	sweetstars trading co.,ltd	https://www.wish.com/c/55b338b8e865536b407ceea16c	https://www.wish.com/merchant/5563fb1b1348f7b0ebd5eb8a9
77	tony Z	https://www.wish.com/c/563dc1283b75d5a62fedf55	https://www.wish.com/merchant/5449dd95f313f67764373de
78	Top Fashion Factory	https://www.wish.com/c/5745198f3146e539c5bd3e	https://www.wish.com/merchant/544f9d7d8edcfa3087162f1
79	Valence	https://www.wish.com/c/57fae69321591d20bad801a	https://www.wish.com/merchant/57aec33f82843e18a65ce7e7
80	wanelolife	https://www.wish.com/c/585a89ffa7685051c0115f27	https://www.wish.com/merchant/5631c916772ac30fc098a015
81	WDYKLKF	https://www.wish.com/c/592552e1517992804e14ea	https://www.wish.com/merchant/58f03a9590649256bcd2f00
82	welcomeherehere	https://www.wish.com/c/5964788b730e8b7ae4151392	https://www.wish.com/merchant/58e885f60eff6fa16280c7346
83	Women Korean Fan attachment	https://www.wish.com/c/5847734382feaceebbb0c54d	https://www.wish.com/merchant/578b36c941b250c1533644
84	wonderful12	https://www.wish.com/c/585274833248528f767319	https://www.wish.com/merchant/573da3468db5d1591e967e0
85	wyz	https://www.wish.com/c/58b90650fe186635351415a	https://www.wish.com/merchant/5334006c01c0c052039db79a
86	XiangGu	https://www.wish.com/c/585cde07764f4811bffff779f	https://www.wish.com/merchant/5800cb5d8bf5da5b3f92a4cd
87	ximanchun	https://www.wish.com/c/58c50671f9747908e72ada77	https://www.wish.com/merchant/58d3c312a9254d754b5963ba

88	Yiwu Ryan E-Commerce Co., Ltd	https://www.wish.com/c/58c284e9f5bf5015518998d07	https://www.wish.com/merchant/58338ecd80d446347ac89fffc1
89	yiwu wujiang jewelry co.ltd	https://www.wish.com/c/581d4da2bf2a3ad1dc67dbce7	https://www.wish.com/merchant/57d61bb6c7c53f1001520b31
90	yiyishangmaoyouxiangzongsi	https://www.wish.com/c/59e849229f1f8e88de5403fa	https://www.wish.com/merchant/584582045ffa8d40376dafce
91	ymj	https://www.wish.com/c/58ddcd7e61808a8655669e9c1c	https://www.wish.com/merchant/582ea632ba667d1c64bd87d
92	yuhanbaobei	https://www.wish.com/c/5847e52cb3362d4f03df9f0b	https://www.wish.com/merchant/5710ac98b2d435925da8dd8
93	zaitaowanggou	https://www.wish.com/c/583957fc57eeb10fd530c5f	https://www.wish.com/merchant/572b246e3ad3b35922faa906
94	Zakra	https://www.wish.com/c/59846d73af418929f27dbf06	https://www.wish.com/merchant/5975ac6b2382700e558816ad
95	zhangdabing	https://www.wish.com/c/59366942e937079517254ac	https://www.wish.com/merchant/582979f4309fc81b408f430e
96	zhijia trade	https://www.wish.com/c/597f1c5b30440add2a47bc2	https://www.wish.com/merchant/597da053439a986895c059a
97	zhonglitian	https://www.wish.com/c/579acb1c580a62395459056	https://www.wish.com/merchant/569c998ed98cd90ddf6e36e5
98	zmlshop		